

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina

It is the parties' intent to minimize the dislocation and inconvenience to employees while maintaining the efficiency of Postal Service operations in the aftermath of the emergency situation created by Hurricane Katrina. For the purposes of this Memorandum of Understanding (MOU), "impacted employee" is defined as a regular work force employee in a craft represented by the APWU whose official duty station on September 2, 2005, was in an office that curtailed all operations due to Hurricane Katrina. Accordingly, the parties agree as follows:

1. Interim period

- a. All impacted employees volunteering to work shall be accommodated. Temporary assignments will be offered to impacted employees within their same craft and as close to their permanent work schedule as possible.
- b. Impacted employees may be employed as needed at any location in order to provide employment and maintain the efficiency of the operations of the Postal Service. In order to provide such employment for impacted employees during this time of emergency, per diem, travel time or out of schedule shall not apply to temporary assignment of impacted employees. Impacted employees will be assigned within a reasonable distance from their temporary residence taking into consideration availability of public transportation.
- c. A liberal leave policy will be in effect for impacted employees.
- d. The interim period shall end with a permanent placement, transfer, reassignment or return to the duty assignment of the impacted employee.
- e. It is recognized that circumstances may arise where an impacted employee and family decide to locate to another area because of housing needs, e.g., employees presently housed in public shelters who relocate to be with family members in another location. If such circumstances arise the impacted employee may request to change their office of temporary employment during the interim period by providing advance notice to the installation head of the losing facility. Such requests will be approved within seven calendar days unless it is operationally infeasible.

2. Voluntary transfer period

- a. Impacted employees will be given opportunities to voluntarily indicate if they wish to transfer to another installation.
- b. If practicable such requests will be approved. Full time employees shall be considered for transfer as a full-time employee into a residual duty assignment. At the gaining facility, during the course of a service week, the employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to casuals and/or Transitional Employees (TEs).
- c. Such employees will have craft seniority as if involuntarily reassigned and will be provided retreat rights to their original installation. Such retreat rights may be revoked by the employee. For purposes of excessing from the craft or installation in the gaining office, from the date of reassignment through January 1, 2010, employees reassigned

pursuant to this MOU will be placed at the bottom of the seniority list. Thereafter, transferred employees will assume regular seniority placement for excessing purposes.

- d. Employees reassigned under these provisions must meet the minimum qualifications of the position to which assigned and receive the craft designation of the assignment.
 - e. Voluntary transfer requests under this MOU may commence immediately and must be received no later than midnight October 28, 2005.
 - f. Reassignments resulting from voluntary transfer requests shall be completed no later than November 18, 2005.
 - g. Impacted employees who are voluntarily transferred under the provisions of Section 2 of this MOU shall receive a \$500 lump sum.
3. Involuntary reassignment period
- a. At the end of the voluntary transfer period, November 19, 2005, all impacted employees who have not returned to their former duty assignment or have not volunteered for reassignment will be involuntarily reassigned pursuant to Article 12 of the National Agreement.
 - b. For the purposes of this MOU, impacted employees will be reassigned pursuant to the procedures outlined in Article 12.5.C.1, Discontinuance of an Independent Installation.
 - c. Involuntarily reassigned employees shall receive applicable relocation expenses such as moving, mileage, per diem and reimbursement for movement of household goods in accordance with Article 12.5.B.5 and applicable regulations.
 - d. The Article 12.5.C.1 involuntary reassignment procedures shall be completed as expeditiously as possible and will be completed no later than January 20, 2006.
4. General
- a. In the event of permanent placement, transfer or reassignment of an impacted employee the local union must be informed of the circumstances of the relocating employee including the date of reassignment, principle assignment area and hours of duty.
 - b. Disputes arising from the application of this MOU will be handled directly and expeditiously through the national administrative dispute resolution procedure.
 - c. Impacted employees will not be permanently transferred or reassigned to sections, crafts or installations that have implemented Article 12 excessing and excessed employees have current retreat rights.

This Memorandum of Understanding does not set a precedent for any purpose, and may be cited in this and other forums only to enforce its terms.



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